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BURLINGTON NORTHERN INC. EQUIPMENT TRUST OF 1971, SERIES 3

Supplemental Lease of Equipment

AGREEMENT dated as of the 16th day of January, 1978, between CITIBANK, N.A. (formerly First National City Bank), a national banking association duly organized and existing under the laws of the United States of America (hereinafter called the "Trustee"), party of the first part, and BURLINGTON NORTHERN INC., a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the "Company"), party of the second part.

WHEREAS, by a certain Equipment Trust Agreement dated as of December 1, 1971, executed by Citibank, N.A., Trustee, and the Company, there was established "Burlington Northern Inc. Equipment Trust of 1971, Series 3"; and

WHEREAS, by the terms of Article Five of said Equipment Trust Agreement, the Trustee did lease to the Company the railroad equipment described in Schedule A to said Equipment Trust Agreement; and

WHEREAS, certain of the cars included in the railroad equipment so described have been destroyed by accident and the Company pursuant to Section 5.07 of said Equipment Trust Agreement, pending replacement of such destroyed equipment, has

deposited, in cash, with the Trustee the fair value as of the date of destruction of the trust equipment destroyed; and

WHEREAS, the Trustee, at the request of the Company, using the cash so deposited by the Company to the extent that the same is sufficient for that purpose, has purchased from FMC Corporation for replacement of said destroyed equipment five (5) 100-ton 4,600 cubic foot capacity covered hopper cars bearing Burlington Northern Road Nos. 447575, 447576, 447577, 447578 and 447579;

WHEREAS, pursuant to Section 5.07 of said Equipment Trust Agreement, the parties desire to subject said 100-ton 4,600 cubic foot capacity covered hopper cars to the terms and conditions of said Equipment Trust Agreement;

NOW, THEREFORE, it is agreed:

1. That pursuant to the provisions of Article Five of said Equipment Trust Agreement dated the 1st day of December, 1971, the Trustee has let and leased, and does hereby let and lease, to the Company said 100-ton 4,600 cubic foot capacity covered hopper cars bearing Burlington Northern road Nos. 447575, 447576, 447577, 447578 and 447579 under and subject to all the terms and conditions of said Equipment Trust Agreement dated the 1st day of December, 1971, and the Company does hereby agree to accept delivery and possession of said 100-ton 4,600 cubic foot capacity covered hopper cars thereunder.

2. Said car Nos. 447575, 447576, 447577, 447578 and 447579 shall be deemed to be a portion of the Trust Equipment leased by the Trustee to the Company in all respects as if the same had been so delivered to the Company simultaneously with the execution and delivery of said Equipment Trust Agreement, and shall be subject to all the terms and conditions of that certain Equipment Trust Agreement dated December 1, 1971, among Burlington Northern Inc. and Citibank, N.A., Trustee.

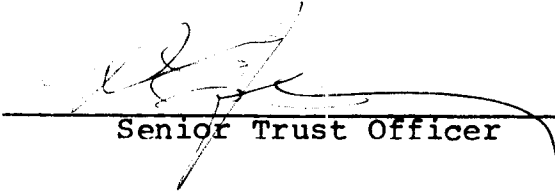
3. It is understood and agreed that except as otherwise provided in said Equipment Trust Agreement, dated December 1, 1971, the title to and ownership of said car Nos. 447575, 447576, 447577, 447578 and 447579 shall be reserved to and remain in the Trustee, notwithstanding the delivery of the same to and the possession and use thereof by the Company.

4. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Lease or the due execution hereby by the Company or for or in respect of the correctness of the recitals of fact contained herein, which recitals are made by the Company.

5. This Supplemental Lease may be executed simultaneously, or from time to time, in several counterparts and each counterpart shall constitute a complete original instrument, and it shall not be necessary in making proof of this Supplemental Lease or any counterpart hereof to produce or account for any of the other counterparts.

IN WITNESS WHEREOF, the Trustee and the Company,
pursuant to due corporate authority, have caused these presents
to be signed and their respective corporate names and their
respective corporate seals to be affixed hereto and attached,
as of the day and year first above written.

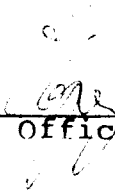
CITIBANK, N.A., as Trustee



Senior Trust Officer

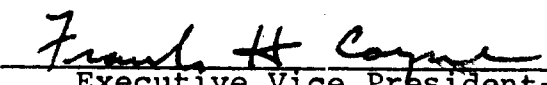
(SEAL)

ATTEST:



Trust Officer

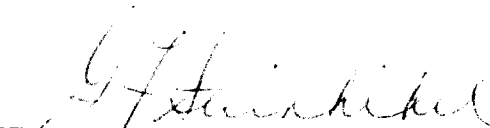
BURLINGTON NORTHERN INC.



Executive Vice President-
Finance and Administration

(SEAL)

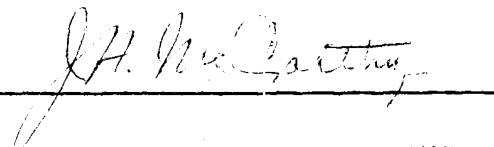
ATTEST:

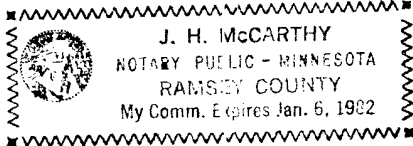


Assistant Secretary

STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY)

On this 13th day of February, 1978, before me personally appeared Frank H. Coyne, to me personally known, who being by me duly sworn, says that he is Executive Vice President-Finance and Administration of Burlington Northern Inc., that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.




J. H. McCARTHY
NOTARY PUBLIC - MINNESOTA
RAMSEY COUNTY
My Comm. Expires Jan. 6, 1982

STATE OF NEW YORK)
) ss
COUNTY OF NEW YORK)

On this *1st* day of *MARCH*, 1978, before me personally appeared *RAUL P. [illegible]*, to me personally known, who being by me duly sworn, says that he is a Senior Trust Officer of Citibank, N.A., that the seal affixed to the foregoing instrument is the corporate seal of said association; that said instrument was signed and sealed on behalf of said association by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

Alfred H. Shady

ALFRED H. SHADY
Notary Public, State of New York
No. 21-4548218
Qualified in Kings County
Term Expires March 30, 1979